

REDACTED: ATTORNEY-CLIENT PRIVILEGE

From: Sonali B Wilson [mailto:s.b.wilson@csuohio.edu]
Sent: Wednesday, November 28, 2018 3:16 PM
To: Terry Gilbert
Cc: George Hammi; Billie Lawless
Subject: RE: "The Politician: A Toy" Sculpture at CSU

Dear Terry:

The contract does define the terms of the relationship between our clients, and contrary to your assertion, the University has not violated the contract by covering language outside of the fence. Moreover, the University has not censored "political art on public property" as you wish to categorize it; the sculpture is art leased by a public entity and placed on its property with the public entity's permission. The Expressive Activity policy does not apply.

The University is not willing to permit any further changes to the fence surrounding the sculpture and it will remain covered until the sculpture is removed. Per the contract, the failure to address past changes does not constitute waiver of future objections to changes. See Paragraph 21 of Agreement. My client has accepted your client's offer to terminate the contract. Accordingly, he has six months from such acceptance, the date of our meeting, October 24, 2018, to remove the sculpture at his cost, which is on or before April 24, 2019. See Paragraph 3 of Agreement.

Most importantly, we have reviewed the contract closely and cannot find any support for your assertion that the artist has an ongoing right to modify the sculpture. If you can point to such language, we'd be happy to review it again. We likewise cannot find any legal support for the idea that an artist has speech rights at issue in a context like this, where a university leases or buys art to display on its own property. Again, if you can point to such authority, we'd be happy to review it.

Thank you for your attention to this matter. Best regards, Sonali

Sonali B. Wilson

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